

We have seen, that by the agreement of the 2d September, 1846, marked B, between the counsel, and Gorman and Riddle, the latter were to be allowed the sum of \$2500, for expenses incurred by them in purchasing claims against Putney and Riddle, and that, by the previous agreement of the 27th September, 1844, between Putney, and Gorman and Riddle, those three parties were to contribute towards such purchases rateably, and, that any money which might be recovered from the government, was to be distributed in like manner. The proportion of contribution, and distribution, being one-half to Riddle, one-fourth to Putney, and one-fourth to Gorman.

It appears by the trustee's sixth report to Baltimore County Court, that of the money received from the government, the trustee advanced to Riddle and Gorman, as assignees of the creditors of Putney and Riddle, the sum of \$4592 69, but the paper signed by them, marked C, shows that the whole amount advanced them was \$5842 69, the difference being \$1250, or one-half of the sum stated to have been expended in purchasing up the claims of creditors. I am at a loss to understand how this allowance can be disputed by Putney.

The state of the account, then, would seem to be as follows :

The amount received by Green was	\$13,985 38
Paid counsel,	\$5,342 67
Paid Gorman and Riddle	5,842 69
	<hr/> 11,185 36

Leaving in his hands the sum of \$2,800 02 being within a fraction the amount which, by the order of 12th February, 1847, passed by consent of parties, he was directed to bring into court. That order has been partially complied with, by the payment into court on the 6th of January, last, the sum of \$1807 85, but my opinion is, that it must be complied with in full, and the residue of the money brought in.

The counsel for Putney is not content with this, but says, that the trustee must also bring in the money paid to the counsel, and that he the trustee, and Gorman and Riddle, must likewise bring in the money in the hands of the two last.